

STATE OF GEORGIA)
COUNTY OF CHATHAM)
SIXTH AMENDMENT TO
2001 WATER SERVICE AGREEMENT

THIS AGREEMENT, hereinafter referred to as “**Sixth Amendment**”, made and entered into as of the 12 day of June, 2025, by and between the CITY OF PORT WENTWORTH, a municipal corporation chartered under the laws of the State of Georgia, hereinafter referred to as “**Port Wentworth**”, and THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation chartered under the laws of the State of Georgia, hereafter referred to as “**Savannah**”.

- W I T N E S S E T H -

WHEREAS, Savannah and Port Wentworth entered into a Water Service Agreement dated February 28, 2001 (hereinafter referred to as the “**2001 Agreement**”) providing for the purchase of potable water by Port Wentworth from Savannah; and

WHEREAS, Savannah and Port Wentworth amended the 2001 Agreement by an agreement dated December 18, 2003 (hereinafter referred to as the “**First Amendment to Water Service Agreement**”) (attached hereto as Exhibit A); and

WHEREAS, Savannah and Port Wentworth amended the 2001 Agreement by an agreement dated October 26, 2005 (hereinafter referred to as the “**Second Amendment to Water Service Agreement**”); and

WHEREAS, Savannah and Port Wentworth amended the 2001 Agreement by an agreement dated April 27, 2017 (hereinafter referred to as the “**Third Amendment to Water Service Agreement**”); and

WHEREAS, Savannah and Port Wentworth amended the 2001 Agreement by an agreement dated November 30, 2023 (hereinafter referred to as the “**Fourth Amendment to Water Service Agreement**”); and

WHEREAS, Savannah and Port Wentworth amended the 2001 Agreement by an agreement dated December 19, 2024 (hereinafter referred to as the “**Fifth Amendment to Water Service Agreement**”); and

WHEREAS, the First Amendment to Water Service Agreement has provisions and specifically addresses sewer and sewerage agreements between the Parties; and

WHEREAS, Port Wentworth and Savannah have requested that certain additional amendments be made to the 2001 Agreement to address Port Wentworth's growing population and developments; and

WHEREAS, Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia provides that municipalities of the State may contract with one another for any period not exceeding fifty (50) years; and

WHEREAS, it is in the best interest of the citizens of the Port Wentworth and the Savannah that this agreement be consummated and that such commitments be made.

NOW THEREFORE, in consideration of the mutual covenants hereby made, the parties do agree to as follows:

I. Intentions and Acknowledgments

1. The Parties enter into this Sixth Amendment to address Port Wentworth's near-term Sewage Treatment Capacity and infrastructure costs associated therewith, which has been thoughtfully and thoroughly discussed between the two Parties.
2. This Sixth Amendment is meant as a bridge to allow Savannah to advance and upgrade its sewage facilities and capabilities, so that Savannah can better allocate additional sewage treatment capacity to Port Wentworth. The details of current and future capacity allocations are further addressed herein.
3. Savannah acknowledges that Port Wentworth wishes to add additional sewer treatment capacity along and around Benton Boulevard, Highway 30, Meinhard Road, and such surrounding areas. The Parties agree that increasing sewer capacity in these areas is in the best interest of the residents and citizens of Port Wentworth and Savannah.
4. Port Wentworth will notify the City of Savannah of construction activities within City of Savannah Utility Easements or proximate to Savannah water or sewer infrastructure and will share engineering plans at the time of engineering plan review by Port Wentworth. Port Wentworth will notify Savannah of expected construction timelines pursuant to this section so that Savannah can perform site visits to observe the work, if desired.
5. Port Wentworth acknowledges that an Equivalent Residential Unit (ERU) will be defined according to the City of Savannah revenue ordinance definitions as periodically amended.

II. Amendments to the 2003 First Amendment

1. Sewage Treatment Capacity Reservation and Maximum Flow Limits

- a. Savannah shall allocate sewage treatment capacity in the amount of a monthly average of 316,000 gallons per day (GPD) of normal strength domestic sewage at its treatment facilities for Port Wentworth collected sewage. After downstream improvements (See Section 3.b) are complete and in accordance with Section III.1.b., Savannah shall allocate additional capacity in the amount of 30,000 GPD for every 100 permitted ERUs in the revised Port Wentworth Service Area up to a maximum allocation of 500,000 GPD.
- b. The current maximum flow rate (5-min average) that can be sent from Port Wentworth to Savannah is 800 gallons per minute (gpm).
- c. After downstream improvements (See Section 3.b) are complete, the maximum flow rate (5-min average) that can be sent from Port Wentworth to Savannah is 1,200 gpm.
- d. In the event Port Wentworth exceeds the daily limit or maximum flow rate established in this Sixth Amendment, Savannah may charge a surcharge on the consumption rate in an amount not to exceed 20% of the standard consumption charge for the day where the maximum flow was exceeded.

2. Metered Sewage Consumption Charge

- a. Port Wentworth shall pay to Savannah a treatment charge for each 100 cubic feet (CCF) delivered to the Sewage Delivery point as measured by the Sewage Meter. The consumption charge shall be stated in terms of dollars per CCF. The rate without surcharge shall be the Effective Rate charged by Savannah to its User Category D sewer customers (*Municipal and County governments with sewage collection facilities*) on the outside-city rate schedule as set by the Savannah Revenue Ordinance.
- b. The applicable rate for User Category D for 2025 shall be \$5.28 per CCF. Payment shall be made monthly within 30 days of the receipt of the invoice for consumption charges. The applicable rate for 2025 on a day with surcharge shall be no more than \$6.34 per CCF.

3. Infrastructure Improvements

- a. Port Wentworth recognizes Savannah's need to improve its sewage treatment conveyance infrastructure in order to accomplish the service delivery expansion of this Sixth Amendment.

- b. Port Wentworth recognizes the downstream improvements must be in place before more than 220 additional ERUs are added beyond what is active now in the current service area. The remedy for additional conveyance capacity up to the near-term available capacity of the Crossroads WRF is a 12-inch force main (FM) extension from current connection point at The Highlands to City of Savannah lift station (LS) 166.
- c. Savannah and Port Wentworth shall work together in good faith to make such infrastructure improvements as contemplated by this section.
- d. Port Wentworth shall pay a pro-rata share of the infrastructure improvement as contemplated by this section, which corresponds to the increase in overall conveyance capacity relative to the increased capacity provided to Port Wentworth by Savannah. Based on a future necessary Port Wentworth maximum flow of 1,200gpm, the cost share for the improvement would be 73%/27% (Port Wentworth/City of Savannah). The approximate cost of this remedy is \$1M such that the maximum payment by City of Savannah would not exceed \$325,000. Port Wentworth would be responsible for payment of any increased costs beyond Savannah's not to exceed contribution amount of \$325,000.

4. Service area

- a. Attached hereto as Exhibit B is the service area that will be served through implementation of this Sixth Amendment.

III. Term and Renewal of Amendment

- 1. Term and Renewal of Amendment
 - a. This Sixth Amendment shall be effective upon its execution by both Parties.
 - b. This Sixth Amendment shall remain in effect until December 31, 2035 at which time Port Wentworth must secure renewed authorization for any discharge beyond the current capacity allocation established at that time.
 - c. This Sixth Amendment may be renegotiated and/or renewed by written consent of both Parties.

V. All other Sections of the 2001 Agreement and the First, Second, Third, Fourth, and Fifth Amendments to Water Service Agreement Remain in Effect.

1. All sections of the 2001 Agreement and the First, Second, Third, Fourth, and Fifth Amendments to the Water Service Agreement not amended by this Sixth Amendment remain in full force and effect as originally set forth in said agreements.
2. All sections or provisions of the 2001 Agreement and the First, Second, Third Fourth, and Fifth Amendments to Water Service Agreement that are amended by this Sixth Amendment are considered amended pursuant herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Port Wentworth and Savannah have caused this agreement to be executed by their proper corporate officers with their seals duly attached and attested to as of the day and year first written above.

CITY OF PORT WENTWORTH

**MAYOR AND ALDERMEN OF THE
CITY OF SAVANNAH**

BY: 
Mayor

BY: _____
City Manager

DATE: 4/12/25

DATE: _____

ATTEST: 
Clerk of Port Wentworth City Council

ATTEST: _____
Clerk of Council